

definitions to the extent they assume facts not developed in evidence or related to facts or contentions in dispute in the action. George's also specifically objects to the following definitions:

- a. The definition of "You" is overly broad and includes within its scope persons and/or entities distinct from George's, and it includes within its scope persons who are protected from disclosure. Accordingly, George's submits these responses on behalf of itself and not for any other person or entity, including any person or entity that raises poultry under a contract with George's.
- b. The definition of "documents and materials" is overly broad. George's submits these responses are consistent with the definition of "documents" set forth in Fed. R. Civ. P. 34(a).
- c. The definition of the term "run-off/discharge/release" is overly broad, vague and misleading, and includes within its scope both the acts of nature and volitional or negligent acts of persons, which cannot be characterized by a single term.

2. Each of the following responses is made subject to and without waiving any objections George's may have with respect to the subsequent use of these responses or the documents identified pursuant thereto, and George's specifically reserves: (a) all questions as to the privilege, relevancy, materiality, and admissibility of said responses or documents; (b) the right to object to the uses of said responses or the documents identified pursuant thereto in any lawsuit or proceeding on any or all of the foregoing grounds or on any other proper ground; (c) the right to object on any and all proper grounds, at any time, to other discovery procedures involving or related to said responses or documents; and (d) the right, at any time, upon proper showing, to revise, correct or clarify any of the following responses.

3. George's objects to each and every request to the extent it seeks or calls for information or the identification of documents which are protected from discovery and/or are privileged by reason of: (a) the attorney-client communication privilege; (b) the "work product" doctrine; (c) the "trial preparation" doctrine; (d) the joint defense or "co-party" privilege; or (e) any other applicable discovery rule or privilege.

4. George's objects to each and every request to the extent it seeks information or the identification of documents concerning any claims or occurrences other than the claims and occurrences set forth in Plaintiffs' First Amended Complaint for which Plaintiffs request relief.

5. George's objects to each request to the extent it seeks or relates to information or the identification of documents which are available to the public, and thus, equally available to Plaintiffs.

6. George's objects to each request to the extent it seeks or relates to information or the identification of documents which are protected as confidential business information, and proprietary and confidential trade secrets.

7. George's also incorporates as though fully restated herein all objections and limitations to responses made by every other Defendant to the corresponding requests for production.

8. The foregoing objections apply to each and every response herein. By specifically incorporating individual General Objections in any response, George's expressly does not waive the application of the remainder of the General Objections to such response.

9. When the following responses state that George's will produce certain documents, or that responsive documents will be produced for a certain time period, George's is not assuring

that in fact such documents for the entire time period have been located or identified for production.

Subject at all times to these objections and subject to any additional objections set forth hereinafter, George's responds to Plaintiffs' July 10, 2006 Request for Production of Documents as follows:

Request for Production No. 1: Please produce all documents and materials reflecting, referring to or relating to any contracts between you and poultry growers located in the Illinois River Watershed ("IRW") since 1970, including the contracts themselves, any amendments or changes to the contracts considered, proposed or adopted thereto, and any drafts of the contracts, amendments or changes.

Response: George's objects to this request as overly broad and burdensome, as it seeks the identification and production of documents extending back over 36 years. George's does not maintain documents for this length of time, as is reflected both in its document retention policy that George's has produced to Plaintiffs and in its actual practice with regard to documents. George's also objects to this request to the extent it seeks documents older than the longest applicable statute of limitations and/or documents which have nothing whatsoever to do with the specific claims of the plaintiffs, as such documents are neither relevant, nor will they lead to the discovery of admissible evidence. George's objects to this request as it seeks documents which are protected from discovery as containing confidential business information or financial records. Without waiving the foregoing objections and the General Objections, George's will produce relevant, responsive documents extending back to 2002 in accordance with the terms of the Confidentiality Order to be entered in this case.

Request for Production No. 120: Please produce all documents and materials reflecting, referring to or relating to any testing or analyses performed by or on behalf of you on soils or lands located within the IRW.

Response: George's has from time to time conducted some limited soil and on-farm surface water tests on its own company farms located in the IRW. However, pursuant to Plaintiffs' refusal to produce documents in response to similar requests propounded by Defendant, Cobb-Vantress, George's objects to this request as it includes documents within its scope which are protected from disclosure, *see* General Objection No. 3. George's will supplement this portion of its response upon the final disposition of Cobb-Vantress' Motion to Compel. Additionally, George's has produced its active grower contracts and will produce the same for its independent contract growers within the Illinois River Watershed, extending back to 2002, which George's has previously agreed to produce upon entry of a Confidentiality Order in this case. These files may contain nutrient management plans for growers in the IRW, along with associated soil testing, to the extent the growers provided that information to George's.

Request for Production No. 121: Please produce all documents and materials reflecting, referring to or relating to any testing or analyses performed by or on behalf of you on surface waters located within the IRW.

Response: For its response, George's incorporates its objections and response to Request No. 120.

Request for Production No. 122: Please produce all documents and materials reflecting, referring to or relating to any testing or analyses performed by or on behalf of you on ground waters located within the IRW.

Response: For its response, George's incorporates its objections and response to Request No. 120. Subject to the stated objections, George's is not aware of any non-privileged documents which are subject to this request.

Request for Production No. 123: Please produce all documents and materials reflecting, referring to or relating to any testing or analyses performed by or on behalf of you on edge-of-field run-off from lands located within the IRW.

Response: For its response, George's incorporates its objections and response to Request No. 122.

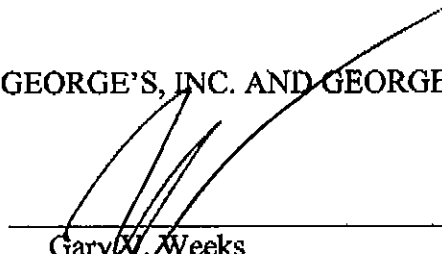
Request for Production No. 124: Please produce all documents and materials reflecting, referring to or relating to any citations, tickets, fines, penalties or warnings issued to you or poultry growers under contract with you that pertain to actual or alleged run-off or discharge of poultry waste / poultry litter / poultry manure.

Response: George's objects to this request as overly broad and burdensome as it is not limited in time or to operations within the Illinois River Watershed. George's objects to this request as it also includes within its scope documents which are neither relevant, nor will they lead to the discovery of admissible evidence. George's also objects to this request as it assumes facts not in evidence. George's objects to this request as it includes documents within its scope which are protected from disclosure, *see* General Objection No. 3. Without waiving the foregoing objections and the General Objections, George's will produce any non-privileged documents pertaining to its own operations in the IRW dating back to 2002, and for its independent growers under contract with George's back to 2002 if in George's possession and pursuant to the terms of a Confidentiality Order to be entered in the case.

Request for Production No. 125: Please produce all documents and materials reflecting, referring to or relating to the destruction of any documents and materials that would have been responsive to any of the above requests for production but due to their destruction are no longer in existence.

Response: George's objects to this request as vague and unintelligible. Without waiving the foregoing objections and the General Objections, George's has not identified and documents responsive to this request.

GEORGE'S, INC. AND GEORGE'S FARMS, INC.



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